

SECOND AMENDMENT TO RESALE AGREEMENTS

This Second Amendment to Resale Agreements (the "Second Amendment"), dated as of this 21st day of October, 2004 (the "Effective Date"), is between Verizon New York Inc., f/k/a New York Telephone Company, d/b/a Verizon New York in the states of New York and Connecticut, respectively, Verizon New England Inc., f/k/a New England Telephone and Telegraph Company, d/b/a Verizon Maine, Verizon Massachusetts, Verizon New Hampshire, Verizon Rhode Island, and Verizon Vermont, respectively, Verizon Delaware Inc., f/k/a Bell Atlantic - Delaware, Inc., Verizon Maryland Inc., f/k/a Bell Atlantic - Maryland, Inc., Verizon New Jersey Inc., f/k/a Bell Atlantic - New Jersey, Inc., Verizon Pennsylvania Inc., f/k/a Bell Atlantic - Pennsylvania, Inc., Verizon Virginia Inc., f/k/a Bell Atlantic - Virginia, Inc., Verizon Washington, DC Inc., f/k/a Bell Atlantic-Washington, D.C., Inc. and Verizon West Virginia Inc, f/k/a Bell Atlantic – West Virginia, Inc. (individually and collectively, as applicable, "Verizon" or "BA"), on the one hand, and CTC Communications Corp., a Massachusetts corporation ("CTC"), on the other hand (Verizon and CTC individually being referred to as a "Party" and, collectively, as the "Parties").

WHEREAS, Verizon and CTC are parties to Resale Agreements for Washington, D.C. and the states of Delaware, Maryland, New Jersey, Pennsylvania, Virginia, Vermont, Maine, New Hampshire, Rhode Island, and West Virginia respectively (the foregoing agreements being referred to as the "Resale Agreements"), and CTC purchases services from Verizon for resale in New York under Verizon's New York resale tariff, in the Commonwealth of Massachusetts under Verizon's Massachusetts resale tariff, and in the state of Connecticut under Verizon's Connecticut resale tariff;

WHEREAS, the Parties previously entered into an Amendment to Resale Agreements, dated July 1, 1999 (the "First Amendment") which provides a Volume and Term Discount, Winback Discount and IntraLATA Toll Discount (as those terms are defined in the First Amendment), subject to certain terms and conditions set forth therein, on certain Eligible Services (which term is also defined in the First Amendment) that CTC purchases from Verizon under the Resale Agreements and/or applicable Verizon resale tariffs for resale;

WHEREAS, the Parties desire to memorialize their agreement that the First Amendment amends their Resale Agreements for West Virginia and Washington, D.C.

WHEREAS, the Parties desire to make certain modifications to the Resale Agreements and the First Amendment;

NOW THEREFORE, in consideration of the mutual agreements set forth below, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Verizon and CTC hereby agree as follows:

1. The Parties agree that the First Amendment amends the Resale Agreements for Washington, D.C. and West Virginia and pursuant to such agreement, Attachments 29 through 32 (attached hereto at Exhibit A) are hereby added to the Appendix 1 of the First Amendment. The parties understand and agree that notwithstanding the Effective Date, that the provisions of this Amendment shall apply retroactively to July 1, 2004.

2. Term of Resale Agreements. The Service Term (as such term is defined in the First Amendment) of each Resale Agreement is hereby extended by two (2) additional years, so that each Resale Agreement, unless terminated earlier in accordance with the terms thereof, shall expire seven (7) years from July 1, 1999. The first additional year shall run from July 1, 2004 through June 30, 2005 and the second additional year shall run from July 1, 2005 through June 30, 2006.

3. Annual Volume Commitment. Section 1(b)(i) of the First Amendment is hereby amended so that the Annual Volume Commitment schedule set forth therein reads in its entirety as follows:

“Year 1: at least 100,000 Qualified Business Lines; and
Years 2-7: at least 225,000 Qualified Business Lines each year”

4. Annual Volume Commitment Measurement. Section 1(e) of the First Amendment is hereby amended to include a reference to the sixth and seventh years of the Service Term in the Volume and Term Matrix (Table 1) set forth therein, so that the matrix reads in its entirety as follows:

VOLUME & TERM MATRIX

V & T Tier	EOY 1	EOY 2	EOY 3	EOY 4	EOY 5, 6 and 7
Tier 1 _A	≥90k to 100K QBLs	≥203K to 225K QBLs	≥225K QBLs	≥225K QBLs	≥225K QBLs
Tier 1 _B	≥95k to 100K QBLs	≥214K to 225K QBLs	N/A	N/A	N/A
Tier 2	60K to Tier 1	150K to Tier 1	150K to Tier 1	150K to Tier 1	150K to Tier 1
Tier 3	N/A	100K to Tier 2	100K to Tier 2	100K to Tier 2	100K to Tier 2
Tier 4	<60K Terminate Contract	<100K Terminate Contract	<100K Terminate Contract	<100K Terminate Contract	<100K Terminate Contract

5. Minimum Purchase. The first sentence of Section 1(f)(vi) of the First Amendment is hereby amended to include reference to the sixth and seventh years of the Service Term, so that it reads in its entirety as follows:

“(vi) BA will monitor CTC's monthly volumes of Qualified Business Lines during the fifth, sixth and seventh years of the Service Term to ensure compliance with minimum commitment requirements, i.e., $\geq 100,000$ Qualified Business Lines.”

6. Termination Charge. Section 1(g)(ii) of the First Amendment is hereby amended to include reference to the sixth and seventh years of the Service Term, so that it reads in its entirety as follows:

“(ii) In each case during the fourth, fifth, sixth and seventh years of the Service Term, if CTC terminates any of the Resale Agreements or this Amendment, or if BA in its discretion terminates any of the Resale Agreements or this Amendment due to breach, or if CTC ceases to be a certified reseller (and does not restore its certification within forty-five (45) days of the loss or expiration of certification) in each State in which it has a Resale Agreement with BA or purchases services from BA under an applicable BA resale tariff, CTC shall, within thirty (30) days of receipt of written demand therefor, pay to BA in immediately available funds (in addition to any other amounts owed to BA under the Resale Agreements and/or applicable BA resale tariffs), an amount equal to (A) all of the discounts under this Amendment that CTC received during the number of months or portions thereof in the year of the Service Term in which termination or loss of certification occurs, plus (B) interest on such discounts dating back to the date received from BA calculated using the Applicable Interest Rate, plus (C) any applicable taxes relating thereto, plus (D) a handling fee equal to five percent (5%) of the amount of the discounts under this Amendment that CTC received during the year in question.”

7. Additional Discounts.

(A) Section 1(h)(i) of the First Amendment is hereby amended to include a reference to the sixth and seventh years of the Service Term in the Volume and Term Discount Schedule (Table 2) set forth therein, so that the schedule reads in its entirety as follows:

VOLUME and TERM DISCOUNT SCHEDULE

V & T Tier	EOY 1	EOY 2	EOY 3	EOY 4	EOY 5, 6 and 7
Tier 1 _A	$\geq 90k$ to 100K QBLs	$\geq 203K$ to 225K QBLs	$\geq 225K$ QBLs 12%	$\geq 225K$ QBLs 12%	$\geq 225K$ QBLs 12%

Tier 1 _B	10% ≥95k to 100K QBLs 10%	12% ≥214K to 225K QBLs 12%	N/A	N/A	N/A
Tier 2	60K to Tier 1 7%	150K to Tier 1 10%	150K to Tier 1 10%	150K to Tier 1 10%	150K to Tier 1 10%
Tier 3	N/A	100K to Tier 2 7%	100K to Tier 2 7%	100K to Tier 2 7%	100K to Tier 2 7%
Tier 4	<60K Terminate Contract	<100K Terminate Contract	<100K Terminate Contract	<100K Terminate Contract	<100K Terminate Contract

(B) Section 1(h)(iv) of the First Amendment is hereby amended to include the sixth and seventh years of the Service Term, so that it reads in its entirety as follows:

“(iv) Subject to repayment under the terms of this Amendment, during the second through seventh years of the Service Term the Volume and Term Discount shall equal twelve percent (12%) if the Annual Volume Commitment Measurement reflects Tier 1 volume attainment or ten percent (10%) if the Annual Volume Commitment Measurement reflects Tier 2 volume attainment or seven percent (7%) if the Annual Volume Commitment Measurement reflects Tier 3 volume attainment.”

(C) The first sentence of Section 1(h)(viii)(F) of the First Amendment is hereby amended to include reference to the sixth and seventh years of the Service Term, so that it reads in its entirety as follows:

“The respective MOU Targets for each of the third, fourth, fifth, sixth and seventh years of the Service Term shall equal the product of (x) the greater of forty (40) or the Average Monthly MOU Per Line during the immediately preceding year of the Service Term multiplied by .90, multiplied by (y) eighty percent (80%) of the Annual Volume Commitment Determination for the immediately preceding year of the Service Term (the resulting number not to exceed 225,000), multiplied by (z) twelve (12) months.”

8. Scope of Second Amendment. Except to the extent set forth in sections 1 through 7 of this Second Amendment, all terms in the Resale Agreements and the First Amendment shall remain in full force and effect on and after the Effective Date hereof.

9. Conflict Between this Second Amendment and the Agreement. In the event of a conflict between a term or condition of this Second Amendment and a term or condition of the Resale Agreements or the First Amendment, this Second Amendment shall govern.

10. Counterparts. This Second Amendment may be executed in one or more counterparts, each of which when so executed and delivered shall be an original and all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties have caused this Second Amendment to be duly executed as of the day and year first above written.

CTC COMMUNICATIONS CORP.

By: _____

Name: _____

Title: _____

VERIZON NEW YORK INC.

By: _____

Name: _____

Title: _____

VERIZON NEW ENGLAND INC.

By: _____

Name: _____

Title: _____

VERIZON DELAWARE INC.

By: _____

Name: _____

Title: _____

VERIZON MARYLAND INC.

By: _____

Name: _____

Title: _____

VERIZON NEW JERSEY INC.

By: _____

Name: _____

Title: _____

VERIZON PENNSYLVANIA INC.

By: _____

Name: _____

Title: _____

VERIZON VIRGINIA INC.

By: _____

Name: _____

Title: _____

VERIZON WEST VIRGINIA INC.

By: _____

Name: _____

Title: _____

VERIZON WASHINGTON, DC INC.

By: _____

Name: _____

Title: _____

EXHIBIT A